

# CANADIAN RAILWAY OFFICE OF ARBITRATION

## CASE NO. 2639

Heard in Montreal, Tuesday, 13 June 1995

concerning

**CANADIAN NATIONAL RAILWAY COMPANY**

and

**BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES**

**EX PARTE**

### **DISPUTE:**

Between the weeks of March 2, 1992 and April 10, 1992, members of the Brotherhood of Maintenance of Way Employees attended the two-week Extra Gang Foreman's course held in Edmonton, Alberta.

The Company has declined to pay travelling time to the employees who were required to travel to Edmonton to attend the course.

### **BROTHERHOOD'S STATEMENT OF ISSUE:**

On orders from the Company, all Western Canada employees so involved with this training were required to attend a two-week Extra Gang Forman course held in Edmonton, Alberta. Because the training was held in Edmonton only, some employees had to travel a considerable number of hours, often on their own time, to report for classes starting on Monday mornings as per the Company's orders. In some cases, employees living in Thunder Bay Ontario were notified on a Friday to report for a class in Edmonton on a Monday morning.

The Union contends that the employees were unjustly dealt with by the Company and that the training in question was not training covered by Article 7 of Agreement 10.8. Therefore, the Company's position is in violation of all applicable provisions of this collective agreement.

The Union requests that all employees involved be compensated for all travelling time in question.

The Company denies the Union's contention and declines the Union's request.

### **FOR THE BROTHERHOOD:**

**(SGD.) G. SCHNEIDER**  
**SYSTEM FEDERATION GENERAL CHAIRMAN**

There appeared on behalf of the Company:

M. E. Hughes – System Labour Relations Officer, Montreal  
J. C. McDonnell – Counsel, Toronto  
N. Dionne – Manager, Labour Relations, Montreal  
G. Marcus – Manager, Work Equipment, Western Canada, Edmonton

And on behalf of the Brotherhood:

P. Davidson – Counsel, Ottawa  
G. Schneider – System Federation General Chairman, Western Lines, Winnipeg  
R. A. Bowden – System Federation General Chairman, Eastern Lines, Ottawa  
A. Trudel – Federation General Chairman, Montreal

**AWARD OF THE ARBITRATOR**

The Arbitrator is satisfied that the Company is correct in its assertion that the course for Extra Gang Foremen which is the subject of this grievance falls within the training provisions of article 7 of supplemental agreement 10.8. Insofar as the period of time which is the subject of this dispute is concerned, there was no agreement or undertaking on the part of the Company to provide payment for travel time in respect of getting to and from the course in Edmonton. Article 7.7 provides as follows:

**7.7** While in training, an employee will be paid at the rate of pay he would have received had he not been in training and will be allowed actual reasonable away-from-home expenses necessarily incurred. Travel time will be paid for travel *during regular working hours on regular working days*. (emphasis added)

As is evident from the foregoing, travel time is to be paid only as it relates to travel during regular working hours on regular working days, under the version of article 7 in effect at the time in question. It does not appear disputed that a subsequent memorandum of settlement dated May 2, 1992 provided a greater right of compensation for employees in similar circumstances, and has now been incorporated as part of the collective agreement. For the purposes of the instant grievance, however, that protection was not negotiated as part of the document governing the parties' relations at the times material to this dispute.

For all of the foregoing reasons the grievance must be dismissed.

16 June 1995

**(signed) MICHEL G. PICHER**  
ARBITRATOR